

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

BLUE CROSS BLUE SHIELD OF MINNESOTA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. _____
	)	
SALLY LAURA HYMAN, ROBERT M. GINSBERG, and GINSBERG & WOLF, P.C.	)	
	)	
Defendants.	)	

**VERIFIED COMPLAINT**

Plaintiff Blue Cross Blue Shield of Minnesota (“BCBSMN”) pleads as follows:

1. This action is to enforce the terms of the RBC-USA Medical Program (“Program”), a component of the RBC-USA Health and Welfare Benefit Plan (“Plan”), and for equitable relief which arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001, *et seq.*

**PARTIES**

2. BCBSMN is the Claims Administrator and a fiduciary of the Program, which is self-funded and covered by ERISA and, as such, is entitled to bring this action pursuant to 29 U.S.C. § 1132(a)(3).

3. Upon information and belief, Defendant, Sally Laura Hyman (“Hyman”), is a citizen and resident of New York County, New York, with an address of 301 West 57<sup>th</sup>

Street, Apartment 19B, New York, New York 1007.

4. Upon information and belief, Defendant, Robert M. Ginsberg (“Ginsberg”), is a citizen and resident of New York County, New York, with a business address of 225 Broadway, Suite 3105, New York, New York 10007.

5. Upon information and belief, Defendant, Ginsberg & Wolf, P.C., is a law firm located in New York, New York, with its business address at 225 Broadway, Suite 3105, New York, New York 10007.

#### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action is to enforce provisions of the Plan arising under ERISA.

7. Pursuant to 29 U.S.C. § 1132(e)(2), venue is proper in this Court because the Plan is administered in this district by RBC Capital Markets Holdings (USA) Inc. (“RBC”), and personal jurisdiction is proper because the Defendants all “reside or may be found” within the United States.

#### **FACTUAL ALLEGATIONS**

8. At all times relevant herein, Hyman was a “Participant” or “Covered Individual” under the Plan.

9. On or about September 18, 2009, Hyman was injured in a slip and fall accident.

10. In connection with the injuries suffered by Hyman, the Program paid

medical benefits on her behalf in the amount of \$29,630.75. A true and correct copy of the Itemization of Benefits attached hereto as Exhibit "1".

11. The Summary Plan Description contains a "Plan's Right of Recovery" provision setting forth the Program's rights of reimbursement and subrogation, which states:

This section describes the Program's right to seek reimbursement of expenses that are paid by the Program on behalf of you or your covered Dependents (referred to in this section as a "Covered Individual") if those expenses are related to the acts or omissions of a third party (for example, if you are involved in an automobile accident). The Program may seek reimbursement of these expenses from any recovery the Covered Individual may receive from the third party or another source, including from any insurance proceeds, settlement amounts or amounts recovered in a lawsuit. The terms of the Program's reimbursement rights are described below:

If a Covered Individual incurs expenses covered by the Program as a result of the act or omission of a third party (person or entity) you may receive benefits pursuant to the terms of the Program. However, the Covered Individual shall be required to refund to the Program all benefits paid if the Covered Individual recovers from any other party (such as proceeds from a settlement, judgment, lawsuit or otherwise as a result of the act). The Covered Individual may be required to:

a) Execute an agreement provided by RBC or the claims administrator acknowledging the Program's right of recovery, agreeing to repay any claims paid by the Program, pledging amounts recovered by the Covered Individual from the third party as security for repayment of any claims paid by the Program, and to the extent provided below, assigning the Covered Individual's cause of action or other right of recovery to the Program. If the Covered Individual fails to execute such an agreement, by filing claims (assigning benefits or having claims filed on your behalf) related to such act of a third party, the

Covered Individual shall be deemed to agree to the terms of this reimbursement provision;

b) Provide such information as RBC or claims administrator may request;

c) Notify RBC and/or the Claims Administrator in writing by copy of the complaint or other pleading of the commencement of any action by the Covered Individual to recover damages from a third party;

d) Agree to notify RBC and/or the claims administrator of any recovery.

The Program's right to recover the benefits it has paid is not subject to reduction for attorney's fees and other expenses of recovery. The Program's right to recover benefits shall apply to the entire proceeds of any recovery by the Covered Individual. This includes any recovery by judgment, settlement, arbitration award or otherwise. The Program's right to recover shall not be limited by application of any statutory or common law "make whole" doctrine (i.e., the Program has a right of first reimbursement out of any recovery, even if the Covered Individual is not fully compensated) or the characterization of the nature or purpose of the amounts recovered or by the identity of the party from which recovery is obtained.

The Program shall have a lien against the proceeds of any recovery by the Covered Individual and against future benefits due under the Program in the amount of any claims paid. The lien shall attach as soon as any person or entity agrees to pay any money to or on behalf of any Covered Individual that could be subject to the Program's right of recovery if and when received by the Covered Individual. If the Covered Individual fails to repay the Program from the proceeds of any recovery, the Plan Administrator may satisfy the lien by deducting the amount from future claims otherwise payable under the Program.

If the Covered Individual fails to take action against a responsible third party to recover damages within one year or within 30 days after the Program requests, the Program shall be

deemed to have acquired, by assignment or subrogation, a portion of the Covered Individual's claim equal to the amounts the Program has paid on the Covered Individual's behalf. The Program may thereafter commence proceedings directly against any responsible third party. The Program shall not be deemed to waive its rights to commence action against a third party if it fails to act after the expiration of one year nor shall the Program's failure to act be deemed a waiver or discharge of the lien described above.

The Covered Individual shall cooperate fully with the Program in asserting claims against a responsible third party and such cooperation shall include, where requested, the filing of suit by the Covered Individual against a responsible third party and the giving of testimony in any action filed by the Program. If a Covered Individual fails or refuses to cooperate in connection with the assertion of claims against a responsible third party, the Program Administrator may deny payment of claims and treat prior claims paid as overpayments recoverable by offset against future Program benefits or by other action of the Program Administrator.

By accepting benefits (whether the payment of such benefits is made to the Covered Individual or made on behalf of the Covered Individual to any provider) from the plan, the Covered Individual agrees that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the plan may elect. By accepting such benefits, the Covered Individual hereby submits to each such jurisdiction, waiving whatever rights may correspond to him or her by reason of his or her present or future domicile. In addition, the Program has a right to recover benefits that were paid in error (e.g., benefits paid to an ineligible person), or benefits that were obtained through fraudulence, as determined by the Plan Administrator. Benefits may be recovered by either direct payment to the Program by the person for whom the payments were made (you or a beneficiary) or from any other insurance company or organization through voluntary payments, legal action, or by an offset of future benefits equal to the amount of the overpayment.

The Plan Administrator may delegate these functions to the

Claims Administrator.

12. Upon information and belief, Defendants have settled their claims relating to the September 18, 2009, accident for approximately \$225,000.00.

13. Although the Plan has requested that Defendants reimburse the Plan in the amount of \$29,630.75 (“Disputed Funds”), pursuant to the terms of the Program, Defendants have refused to do so.

14. Upon information and belief, some or all of the Disputed Funds have been disbursed to Defendants in, or around, February 2013.

15. Defendants, Ginsberg and Ginsberg & Wolf, P.C., are being named as Defendants since, on information and belief, they have, or will, receive some of the Disputed Funds.

16. The disbursement of the Disputed Funds to Defendants without immediate relief from this Court puts the Disputed Funds at imminent risk of being placed beyond the Court’s ERISA jurisdiction.

**I. TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

17. Pursuant to Fed. R. Civ. P. 65, BCBSMN is entitled to a temporary restraining order and, upon notice and hearing, preliminary injunction enjoining Defendants, Hyman, Ginsberg, and Ginsberg & Wolf, P.C., and all those acting in concert or participating with them, from disposing of the settlement funds, or whatever portion of those funds have not been dissipated pending a final determination by this

Court. If Defendants are able to place these monies beyond the reach of Court, then Defendants may deprive the Court of the ability to impose an equitable remedy under ERISA.

## **II. ENFORCEMENT OF THE TERMS OF THE PROGRAM**

18. Pursuant to 29 U.S.C. § 1132(a)(3), the Program seeks equitable relief, including, but not limited to, equitable lien by agreement, equitable lien to enforce ERISA and the terms of the Program, restitution, and imposition of a constructive trust with respect to the Disputed Funds.

19. By refusing to cooperate with the Program to protect its rights and refusing to reimburse the Program to the extent of benefits paid out of the amount Defendants recovered, Defendants have violated the terms of the Plan.

20. Since these acts and/or practices violate the Program's terms, this Court should enter an order enforcing the terms of the Program and requiring Defendants to reimburse the Plan in the amount of \$29,630.75.

### **PRAYER FOR RELIEF**

Plaintiff requests that the Court enter an Order granting a declaratory judgment, injunction, equitable lien by agreement, constructive trust, and restitution against Defendants, and requiring Defendants, to turn over to the Plan, \$29,630.75, including appropriate pre-judgment and post-judgment interest, and for any other relief to which the Program is entitled (including any declaratory and injunctive relief necessary to

enable BCBSMN to obtain the relief sought above), and that the Plan be awarded reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 1132(g).

Dated: March 5, 2013.

Respectfully submitted,



[Local Counsel]

Eric G. Nasstrom (0278257)  
**MORRISON SUND PLLC**  
5125 County Road 101, Suite 200  
Minnetonka, MN 55345  
Telephone: (952) 277-0115  
Facsimile: (952) 975-0058  
E-mail: [enasstrom@morrison Sund.com](mailto:enasstrom@morrison Sund.com)

[Lead Counsel]

Thomas H. Lawrence\*  
J. Matthew Stephens\*  
J. Gordon Howard\*  
**LAWRENCE & RUSSELL, PLC**  
5178 Wheelis Drive  
Memphis, Tennessee 38117  
Telephone: (901) 844-4430  
Facsimile: (901) 844-4435  
E-Mail: [toml@lawrencerussell.com](mailto:toml@lawrencerussell.com)  
[matts@lawrencerussell.com](mailto:matts@lawrencerussell.com)  
[gordonh@lawrencerussell.com](mailto:gordonh@lawrencerussell.com)

\**Pro Hac Vice* Application to be submitted.



**VERIFICATION**

I, Chris Henninger, a competent person of the full age of majority, declare, after first being duly sworn, do hereby make oath as follows:

I am employed by Blue Cross Blue Shield of Minnesota. I have personal knowledge of the facts and exhibits set forth in the Verified Complaint, and if called as a witness in this matter, I could and would testify competently thereto under oath. I, Chris Henninger, verify under penalty of perjury that the foregoing is true and correct.

Date: 3/5/13

Christopher Henninger  
By: Christopher Henninger

PATIENT NAME LAURA HYMAN  
 SUBSCRIBER NAME LAURA HYMAN  
 CONTRACT NUMBER XZ7132954  
 DATE OF INCIDENT 09/18/09  
 RESUME PREPARED 05/24/11

PROVIDER OF SERVICE	DATE OF SERVICE	CLAIM NUMBER	BILLED	PAID	DATE PD	DIAGNOSIS
1 DOUGLAS B UNIS	09/21/09-09/21/09	9275424320000	\$10,436.00	\$781.64	10/22/2009	CLOSED FRACTURE OF PATELLA
2 ST LUKES ROOSEVELT HOSP	09/21/09-09/21/09	9275424320000	\$11,369.72	\$1,829.12	10/6/2009	CLOSED FRACTURE OF PATELLA
3 AGNES M BOXHILL	10/06/09-10/06/09	928241193600000	\$74.00	\$33.12	10/9/2009	OTHER AND UNSPECIFIED INJURY TO KNEE, LEG, ANKLE, AND FOOT
4 ST LUKES ROOSEVELT HOSP	09/18/09-09/18/09	930830399800000	\$686.28	\$495.71	11/4/2009	CLOSED FRACTURE OF PATELLA
5 ST LUKES ROOSEVELT HOSP	09/18/09-09/18/09	930830399800000	\$1,918.51	\$0.00	5/5/2011	CLOSED FRACTURE OF PATELLA
6 AGNES M BOXHILL	11/03/09-11/03/09	931042174400000	\$74.00	\$33.12	11/6/2009	OTHER AND UNSPECIFIED INJURY TO KNEE, LEG, ANKLE, AND FOOT
7 CYNTHIA R GORMEZANO	11/05/09-11/05/09	931441911800000	\$495.71	\$136.50	11/10/2009	CLOSED FRACTURE OF PATELLA
8 CYNTHIA R GORMEZANO	11/18/09-11/18/09	932744309700000	\$320.00	\$224.00	11/23/2009	CLOSED FRACTURE OF PATELLA
9 CYNTHIA R GORMEZANO	11/09/09-11/09/09	932744309700000	\$320.00	\$224.00	11/23/2009	CLOSED FRACTURE OF PATELLA
10 CYNTHIA R GORMEZANO	11/12/09-11/12/09	932744309700000	\$320.00	\$224.00	11/23/2009	CLOSED FRACTURE OF PATELLA
11 CYNTHIA R GORMEZANO	11/19/09-11/19/09	933441541100000	\$320.00	\$224.00	11/30/2009	CLOSED FRACTURE OF PATELLA
12 CYNTHIA R GORMEZANO	11/23/09-11/23/09	933441541100000	\$320.00	\$224.00	11/30/2009	CLOSED FRACTURE OF PATELLA
13 CYNTHIA R GORMEZANO	11/24/09-11/24/09	933441541100000	\$320.00	\$224.00	11/30/2009	CLOSED FRACTURE OF PATELLA
14 CYNTHIA R GORMEZANO	11/20/09-11/20/09	933441542000000	\$320.00	\$224.00	11/30/2009	CLOSED FRACTURE OF PATELLA
15 CYNTHIA R GORMEZANO	11/25/09-11/25/09	933441542000000	\$320.00	\$224.00	11/30/2009	CLOSED FRACTURE OF PATELLA
16 CYNTHIA R GORMEZANO	11/30/09-11/30/09	934142882600000	\$320.00	\$224.00	12/7/2009	CLOSED FRACTURE OF PATELLA
17 CYNTHIA R GORMEZANO	12/04/09-12/04/09	934440683000000	\$320.00	\$283.62	12/10/2009	CLOSED FRACTURE OF PATELLA
18 CYNTHIA R GORMEZANO	11/16/09-11/16/09	934440683000000	\$320.00	\$224.00	12/10/2009	CLOSED FRACTURE OF PATELLA
19 CYNTHIA R GORMEZANO	12/02/09-12/02/09	934440684100000	\$320.00	\$320.00	12/10/2009	CLOSED FRACTURE OF PATELLA
20 CYNTHIA R GORMEZANO	12/16/09-12/16/09	935741397500000	\$320.00	\$320.00	12/23/2009	CLOSED FRACTURE OF PATELLA
21 CYNTHIA R GORMEZANO	12/18/09-12/18/09	935741397500000	\$320.00	\$320.00	12/23/2009	CLOSED FRACTURE OF PATELLA
22 CYNTHIA R GORMEZANO	12/18/09-12/18/09	935741398000000	\$320.00	\$320.00	12/23/2009	CLOSED FRACTURE OF PATELLA
23 CYNTHIA R GORMEZANO	12/23/09-12/23/09	935741398100000	\$320.00	\$320.00	12/23/2009	CLOSED FRACTURE OF PATELLA
24 CYNTHIA R GORMEZANO	12/28/09-12/28/09	936540890700000	\$320.00	\$320.00	12/29/2009	CLOSED FRACTURE OF PATELLA
25 CYNTHIA R GORMEZANO	12/28/09-12/28/09	001240947300000	\$320.00	\$320.00	1/12/2010	CLOSED FRACTURE OF PATELLA
26 CYNTHIA R GORMEZANO	12/22/09-12/22/09	001441219900000	\$320.00	\$320.00	1/14/2010	CLOSED FRACTURE OF PATELLA
27 KENNETH S COOKE	09/18/09-09/18/09	001841317700000	\$85.00	\$21.25	1/18/2010	TRAUMATIC COMPLICATION OF INTERNAL ORTHOPEDIC DEVICE, PAIN IN JOINT PELVIC REGION/HIGH
28 CYNTHIA R GORMEZANO	01/06/10-01/06/10	002541222000000	\$320.00	\$0.00	1/25/2010	CLOSED FRACTURE OF PATELLA
29 CYNTHIA R GORMEZANO	01/15/10-01/15/10	002541222100000	\$320.00	\$28.00	1/25/2010	CLOSED FRACTURE OF PATELLA
30 CYNTHIA R GORMEZANO	01/11/10-01/11/10	002541449700000	\$320.00	\$224.00	1/25/2010	CLOSED FRACTURE OF PATELLA
31 CYNTHIA R GORMEZANO	01/08/10-01/08/10	002541449900000	\$320.00	\$224.00	1/25/2010	CLOSED FRACTURE OF PATELLA
32 CYNTHIA R GORMEZANO	01/04/10-01/04/10	002541450900000	\$320.00	\$224.00	1/25/2010	CLOSED FRACTURE OF PATELLA
33 CYNTHIA R GORMEZANO	01/13/10-01/13/10	002541451100000	\$320.00	\$224.00	1/25/2010	CLOSED FRACTURE OF PATELLA
34 CYNTHIA R GORMEZANO	01/19/10-01/19/10	002541451500000	\$320.00	\$224.00	1/25/2010	CLOSED FRACTURE OF PATELLA
35 CYNTHIA R GORMEZANO	01/21/10-01/21/10	002941076600000	\$320.00	\$224.00	1/29/2010	CLOSED FRACTURE OF PATELLA
36 CYNTHIA R GORMEZANO	01/27/10-01/27/10	003341153000000	\$320.00	\$224.00	2/2/2010	CLOSED FRACTURE OF PATELLA
37 DOUGLAS B UNIS	01/05/10-01/05/10	003441151700000	\$140.00	\$47.26	2/3/2010	CLOSED FRACTURE OF PATELLA
38 CYNTHIA R GORMEZANO	02/01/10-02/01/10	003541119000000	\$320.00	\$224.00	2/4/2010	CLOSED FRACTURE OF PATELLA
39 CYNTHIA R GORMEZANO	02/03/10-02/03/10	004041166600000	\$320.00	\$224.00	2/9/2010	CLOSED FRACTURE OF PATELLA
40 CYNTHIA R GORMEZANO	02/05/10-02/05/10	004241249800000	\$140.00	\$47.26	2/11/2010	CLOSED FRACTURE OF PATELLA
41 DOUGLAS B UNIS	01/28/10-01/28/10	004341080900000	\$320.00	\$224.00	2/12/2010	CLOSED FRACTURE OF PATELLA
42 CYNTHIA R GORMEZANO	02/08/10-02/08/10	004941345000000	\$320.00	\$224.00	2/18/2010	CLOSED FRACTURE OF PATELLA
43 ADMIR HADZIC	09/21/09-09/21/09	007441515800000	\$2,100.00	\$1,232.00	3/15/2010	CLOSED FRACTURE OF PATELLA
44 DOUGLAS B UNIS	03/04/10-03/04/10	007742095000000	\$140.00	\$47.26	3/18/2010	CLOSED FRACTURE OF PATELLA
45 EBI LP	11/23/09-11/23/09	010542668100000	\$113.56	\$87.80	4/15/2010	CLOSED FRACTURE OF PATELLA
46 BIO REFERENCE LABORATORIES	05/12/10-05/12/10	013842003300000	\$158.00	\$29.65	5/18/2010	PRE-OPERATIVE CARDIOVASCULAR EXAMINATION
47 STEPHEN Z KAUFMAN	05/19/10-05/19/10	014441329400000	\$84.00	\$31.34	5/24/2010	RESPIRATORY ABNORMALITY, UNSPECIFIED
48 PUSHPA L KANCHERLA	05/26/10-05/26/10	015541110200000	\$50.00	\$4.86	6/4/2010	PAIN IN JOINT LOWER LEG
49 DOUGLAS B UNIS	05/26/10-05/26/10	015940980500000	\$4,985.00	\$1,561.19	6/8/2010	MECHANICAL COMPLICATION OF INTERNAL ORTHOPEDIC DEVICE, TRAUMATIC ARTHROPATHY LOWER LEG
50 DIANA ANCA	05/26/10-05/26/10	016140999700000	\$2,100.00	\$1,274.00	6/10/2010	OTHER COMPLICATIONS DUE TO OTHER INTERNAL ORTHOPEDIC DEVICE,

EXHIBIT

39999

51	CYNTHIA R GORMEZANO	06/08/10-06/08/10	017243781300000	\$495.00	\$346.50	6/22/2010	PAIN IN JOINT LOWER LEG
52	CYNTHIA R GORMEZANO	06/17/10-06/17/10	017641033900000	\$320.00	\$224.00	6/25/2010	PAIN IN JOINT LOWER LEG
53	CYNTHIA R GORMEZANO	06/15/10-06/15/10	017641034600000	\$320.00	\$224.00	6/25/2010	PAIN IN JOINT LOWER LEG
54	ST LUKES ROOSEVELT HOSP	05/26/10-05/26/10	018030122600000	\$12,224.29	\$3,602.89	6/29/2010	CHONDROMALACIA OF PATELLA
55	CYNTHIA R GORMEZANO	06/22/10-06/22/10	018740175500000	\$320.00	\$224.00	7/6/2010	PAIN IN JOINT LOWER LEG
56	CYNTHIA R GORMEZANO	06/30/10-06/30/10	018740175700000	\$320.00	\$224.51	7/6/2010	PAIN IN JOINT LOWER LEG
57	CYNTHIA R GORMEZANO	06/24/10-06/24/10	018740175800000	\$320.00	\$320.00	7/6/2010	PAIN IN JOINT LOWER LEG
58	CYNTHIA R GORMEZANO	06/28/10-06/28/10	018740176000000	\$320.00	\$320.00	7/6/2010	PAIN IN JOINT LOWER LEG
59	CYNTHIA R GORMEZANO	07/06/10-07/06/10	019341407200000	\$320.00	\$320.00	7/12/2010	PAIN IN JOINT LOWER LEG
60	CYNTHIA R GORMEZANO	07/08/10-07/08/10	020140934100000	\$320.00	\$320.00	7/20/2010	PAIN IN JOINT LOWER LEG
61	CYNTHIA R GORMEZANO	07/13/10-07/13/10	020241106400000	\$320.00	\$320.00	7/21/2010	PAIN IN JOINT LOWER LEG
62	CYNTHIA R GORMEZANO	07/15/10-07/15/10	020241107200000	\$320.00	\$320.00	7/21/2010	PAIN IN JOINT LOWER LEG
63	CYNTHIA R GORMEZANO	06/25/10-06/25/10	021140767000000	\$320.00	\$320.00	7/30/2010	PAIN IN JOINT LOWER LEG
64	CYNTHIA R GORMEZANO	06/18/10-06/18/10	021140769000000	\$320.00	\$320.00	7/30/2010	PAIN IN JOINT LOWER LEG
65	JOSE MELLER	05/12/10-05/12/10	021441654000000	\$325.00	\$225.00	8/2/2010	UNSPECIFIED ARTHROPATHY, LOWER LEG
66	CYNTHIA R GORMEZANO	07/02/10-07/02/10	021640966700000	\$320.00	\$320.00	8/4/2010	PAIN IN JOINT LOWER LEG
67	CYNTHIA R GORMEZANO	07/09/10-07/09/10	021640966900000	\$320.00	\$320.00	8/4/2010	PAIN IN JOINT LOWER LEG
68	CYNTHIA R GORMEZANO	07/16/10-07/16/10	022340865300000	\$320.00	\$320.00	8/11/2010	PAIN IN JOINT LOWER LEG
69	CYNTHIA R GORMEZANO	06/10/10-06/10/10	023741158400000	\$320.00	\$320.00	8/25/2010	PAIN IN JOINT LOWER LEG
70	CYNTHIA R GORMEZANO	07/21/10-07/21/10	024341092500000	\$320.00	\$320.00	8/31/2010	PAIN IN JOINT LOWER LEG
71	CYNTHIA R GORMEZANO	08/26/10-08/26/10	024641227600000	\$320.00	\$320.00	9/7/2010	PAIN IN JOINT LOWER LEG
72	CYNTHIA R GORMEZANO	08/30/10-08/30/10	024641227800000	\$320.00	\$320.00	9/8/2010	PAIN IN JOINT LOWER LEG
73	CYNTHIA R GORMEZANO	09/01/10-09/01/10	025041650200000	\$320.00	\$320.00	9/14/2010	PAIN IN JOINT LOWER LEG
74	CYNTHIA R GORMEZANO	09/07/10-09/07/10	025641272000000	\$320.00	\$320.00	9/28/2010	OTHER AND UNSPECIFIED INJURY TO KNEE, LEG, ANKLE AND FOOT
75	BENJAMIN BASHIST	09/12/10-09/12/10	027141161200000	\$75.00	\$0.00	10/6/2010	PAIN IN JOINT LOWER LEG
76	CYNTHIA R GORMEZANO	09/10/10-09/10/10	027941082900000	\$320.00	\$320.00	10/6/2010	PAIN IN JOINT LOWER LEG
77	CYNTHIA R GORMEZANO	09/03/10-09/03/10	027941148700000	\$320.00	\$320.00	10/6/2010	PAIN IN JOINT LOWER LEG
78	CYNTHIA R GORMEZANO	09/06/10-09/06/10	027941148300000	\$320.00	\$320.00	10/6/2010	PAIN IN JOINT LOWER LEG
79	DOUGLAS B UNIS	10/21/10-10/21/10	032142707600000	\$140.00	\$49.43	11/17/2010	CLOSED FRACTURE OF PATELLA
80	DOUGLAS B UNIS	12/07/10-12/07/10	035140850300000	\$140.00	\$49.43	12/17/2010	CLOSED FRACTURE OF PATELLA
81	DOUGLAS B UNIS	12/21/10-12/21/10	101341786400000	\$140.00	\$49.43	1/13/2011	CLOSED FRACTURE OF ONE OR MORE PHALANGES OF FOOT
82	DOUGLAS B UNIS	01/11/11-01/11/11	101941207500000	\$140.00	\$49.43	1/19/2011	CLOSED FRACTURE OF PATELLA
83	CYNTHIA R GORMEZANO	01/19/11-01/19/11	103041344100000	\$495.00	\$0.00	1/31/2011	CLOSED FRACTURE OF PATELLA
84	CYNTHIA R GORMEZANO	02/01/11-02/01/11	103540688000000	\$320.00	\$224.00	2/4/2011	CLOSED FRACTURE OF PATELLA
85	CYNTHIA R GORMEZANO	02/03/11-02/03/11	103941755600000	\$320.00	\$224.00	2/14/2011	CLOSED FRACTURE OF PATELLA
86	CYNTHIA R GORMEZANO	02/10/11-02/10/11	104542479500000	\$320.00	\$224.00	2/14/2011	CLOSED FRACTURE OF PATELLA
87	CYNTHIA R GORMEZANO	02/08/11-02/08/11	104542496600000	\$320.00	\$224.00	2/22/2011	CLOSED FRACTURE OF PATELLA
88	CYNTHIA R GORMEZANO	02/15/11-02/15/11	105340556600000	\$320.00	\$224.00	2/22/2011	CLOSED FRACTURE OF PATELLA
89	CYNTHIA R GORMEZANO	02/16/11-02/16/11	105341525100000	\$320.00	\$224.00	3/1/2011	CLOSED FRACTURE OF PATELLA
90	CYNTHIA R GORMEZANO	02/24/11-02/24/11	106041165600000	\$320.00	\$224.00	3/1/2011	CLOSED FRACTURE OF PATELLA
91	CYNTHIA R GORMEZANO	02/22/11-02/22/11	106042236500000	\$320.00	\$224.00	3/8/2011	CLOSED FRACTURE OF PATELLA
92	CYNTHIA R GORMEZANO	02/23/11-02/23/11	106740119600000	\$320.00	\$224.00	3/8/2011	CLOSED FRACTURE OF PATELLA
93	CYNTHIA R GORMEZANO	02/09/11-02/09/11	106740361000000	\$320.00	\$224.00	3/10/2011	CLOSED FRACTURE OF PATELLA
94	CYNTHIA R GORMEZANO	03/01/11-03/01/11	106941772000000	\$320.00	\$224.00		

\$70,663.36 \$29,401.42

SUBSCRIBER NAME LAURA HYMAN  
 PATIENT NAME LAURA HYMAN  
 CONTRACT NUMBER XZ7132954  
 DATE OF INCIDENT 09/18/09

PROVIDER NAME	DATE FILLED	DRUG NAME	PRESCRIBING PHYSICIAN	BILLED	PAID
1 DUANE READE	1/28/2010	FLECTOR	NOT AVAILABLE	0.00	113.71
2 DUANE READE	2/16/2010	TOBRAMYCIN-DEXAMETHA	NOT AVAILABLE	0.00	57.81
3 DUANE READE	2/19/2010	TOBRAMYCIN-DEXAMETHA	NOT AVAILABLE	0.00	57.81
				<b>0.00</b>	<b>229.33</b>